

Contract no. 1620

A G R E E M E N T

AGREEMENT made this First Day of January, 1992, by and between PRODUCTION, MERCHANDISING AND DISTRIBUTION EMPLOYEES UNION, LOCAL 210 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA AFL-CIO, or its successors, with its principal place of business at 345 West 44th Street, New York, New York (hereinafter called the "UNION").

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RUTGERS UNIVERSITY

---and---

THE BOROUGH OF JAMESBURG
BOROUGH HALL, JAMESBURG, N.J.

having its principal place of business at Borough Hall, Jamesburg, New Jersey 08831 (hereinafter called the "EMPLOYER").

W I T N E S S E T H

In consideration of the mutual covenants, provisions, and conditions of this agreement, and other good and valuable considerations, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agency for all its employees, excluding office employees, executives, guards, police, watchmen and supervisors, as defined in the Labor-Management Relations Act, as amended.

ARTICLE 2 - SUCCESSORS AND ASSIGNS

This agreement shall apply to the establishments now or hereafter owned, maintained, operated and/or controlled by the Employer, his successors and assigns.

ARTICLE 3 - CONDITIONS OF EMPLOYMENT

a. It shall be a condition of employment that all employees of the Employer covered by this agreement, who are members of the Union on the execution date of this agreement of the effective date, whichever is later, shall remain members in good standing and those who are not members of the execution date of this agreement, or on the effective date, whichever is later, shall, or or after the thirtieth (30th) day following the execution date of this agreement, or the effective date, whichever is later, become and remain members in good standing in the Union.

It shall also be a condition of employment that all employees covered by this agreement and hired on or after its execution date, or the effective date, whichever is later, shall, or or after the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

b. The Employer shall discharge any employee covered by this agreement within one (1) week after receipt of written notice from the Union that said employee is not a member in good standing of the Union as herein required.

The term "member in good standing of the Union" shall be as defined and construed in the Labor-Management Relations Act, as amended (Taft-Hartley Law).

c. All newly hired employees shall be deemed for the first thirty (30) days of employment, to be on a trial basis and said employees may be dismissed during said trial period. At the option of the Employer said trial period may be extended for an additional thirty (30) days.

ARTICLE 4 - DEDUCTIONS

a. Deductions shall be made on account of membership dues and initiation fees in the Union, from the first paycheck of the employees after receipt of the individual written authorization and monthly thereafter from the first paycheck of the employee in each month.

The written assignment shall not be irrevocable for a period of more than one (1) year, or upon the termination date of the applicable collective agreement, whichever occurs sooner.

The deductions shall be remitted to the Union not later than the tenth (10th) day of the current month.

The Employer shall furnish the Union, monthly, with a record of those for whom deductions have been made and the amounts thereof.

b. Any monies deducted from the employees are to remain the property of the Union and in no event shall the Employer be permitted to use said monies for any purpose.

ARTICLE 5 - SENIORITY

Seniority shall be applied in cases of layoffs and rehiring.

Seniority shall be by departments, and seniority shall be determined based on length of services and ability to perform the work.

All stewards shall enjoy the top seniority in regard to layoffs and rehiring.

ARTICLE 6 - HOURS OF WORK

The normal work week of the employees covered by this agreement shall be forty (40) hours, consisting of five (5) consecutive eight (8) hour days, Monday to Friday, inclusive. All time in excess of eight (8) hours, per day, or forty (40) hours per week, shall be paid for at the rate of time and one-half. Saturdays shall be paid for at the rate of time and one-half. Sundays shall be paid for at the rate of time and one-half. Holidays shall be paid for at the rate of double time and one-half.

Any employee, due to any compensatory injury or illness is required to leave the job before his regular quitting time, shall be paid in full for that day. Work hours shall be as follows:

WINTER - 7:30AM to 4:00PM

SUMMER - 7:00AM to 3:30PM

Each employee under this agreement shall be expected to be available to work a reasonable amount of overtime, efforts will be made to keep overtime equal amongst employees. On those occasions when overtime is necessary, the Public Works Chairman or his designee shall determine the number of persons required as well as the amount of overtime required from each person selected.

Any employee not properly notified of overtime available shall not be subjected to disciplinary action by the employer.

ARTICLE 7 - CALL-IN TIME

If any employee, reporting for the usual day's work is, for any reason whatsoever, prevented from working or laid off without having received previous notice no later than quitting time of the previous work day by the Employer, then in that event, the employee shall receive his or her pay for four (4) hours, in accordance with the employee's weekly earnings.

ARTICLE 8 - REST PERIOD

All employees of the Employer shall receive a rest period of fifteen minutes in the morning and fifteen minutes in the afternoon, including travel time, on the Employers time.

ARTICLE 9 - WAGES

A wage schedule shall be set forth and attached herein and shall be made part of this agreement.

ARTICLE 10 - GOVERNMENT MINIMUM WAGES

a. All wage items provided for herein (including but not limited to minimums, scales, increases across the board and progressions) have been negotiated and agreed upon based on the presently existing Governmental minimum wages and all wage items bear significant relationship one to the other. If the present Governmental minimum wage is increased (whether Municipal, State or Federal and irrespective of its effective date or dates) it is agreed that such action will have a substantial adverse effect upon the interrelationships and differentials in the entire wage structure and therefore, the questions of the continuation of such interrelationships and differentials and the amounts thereof shall be arbitratable issues under this Agreement.

b. All progressive or automatic increases above the minimum as agreed upon in this contract shall be applied to any Federal or State increases as prescribed by law.

ARTICLE 11- NO REDUCTION OF BENEFITS

There shall be no reduction of wages through the signing of this agreement. Any more favorable terms and conditions of employment in effect on the signing of this agreement shall not be abridged through the signing of this contract.

ARTICLE 12 - WAIVER OR MODIFICATIONS

Neither the Employer, any employee, or group of employees, shall have the right to waive or modify the wage schedule of this agreement, or any provision in this agreement, without the written authorization of the Union.

ARTICLE 13 - HOLIDAYS

All employees who have passed their trial period shall receive a full day's pay and, except as herein provided, shall not be required to work on the following holidays:

NEW YEARS DAY	LABOR DAY
LINCOLN'S BIRTHDAY	THANKSGIVING DAY
MARTIN L. KING'S BIRTHDAY	DAY AFTER THANKSGIVING
WASHINGTON'S BIRTHDAY	COLUMBUS DAY
GOOD FRIDAY	ELECTION DAY
MEMORIAL DAY	VETERAN'S DAY
JULY FOURTH	CHRISTMAS DAY

THREE (3) PERSONAL DAYS TO INCLUDE: one (1) emergency personal day and two (2) personal days with a three (3) day written notice.

If an employee works on a Holiday listed herein, then said employee shall receive an extra time and one-half days pay in addition to holiday pay or an extra day off.

A full day's pay shall be given for such holidays and overtime shall commence after thirty-two (32) hours of work in that week. There shall be no compulsion on any employee to work on any of the aforementioned holidays, and such employee shall not be discriminated against for his failure to perform such work. In the event that such employee does work on such holiday, then said employee shall receive, in addition, to holiday pay, an extra time and one-half day's pay.

Any employee who is laid off seven days prior to any holiday, shall be paid his wages for the holiday or holidays.

ARTICLE 14 - VACATIONS

The employees covered by this agreement shall receive a vacation, with full pay in advance (if the Payroll Clerk has received a two week written notice) in accordance with the following schedule:

One (1) to Five (5) years employment - Two (2) weeks vacation
Six (6) to Ten (10) years employment - Three (3) weeks vacation
Eleven (11) years and over - Four (4) weeks vacation

Any employee who takes his vacation during a week in which a holiday falls shall receive an extra day in his vacation.

Employees who lose time due to any compensatory injury or any other illness or maternity shall receive full pro rata vacation credits if they have worked six (6) months or more in any given year.

ARTICLE 15 - DISCHARGE

No employee shall be discharged except for good and sufficient cause. Prompt written notice thereof must be given to the Union. The Union may question the discharge and submit the matter to arbitration if, in its opinion, such discharge is not justifiable.

ARTICLE 16 - AUTHORITY OF THE SHOP STEWARD

The Employer recognizes and will deal with the accredited Shop Stewards in all matters relating to grievances only. Stewards are not officers or agents of the Union. They shall be selected by the members of the respected shop. The authority of Shop Stewards shall be limited to, and shall not exceed, the following duties and activities:

- 1) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- 2) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

- a. have been reduced to writing, or,
- b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Shop Stewards have no authority to take strike action, or any other action interrupting the Employer's business.

The Employer recognizes these limitations upon the authority of Shop Stewards, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations, shall have the authority to impose proper discipline in the event the Shop Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this agreement.

ARTICLE 17 - GRIEVANCE - ARBITRATION PROCEDURE

All claims, disputes or grievances whatsoever of whatever kind or nature arising between the parties shall be adjusted by the Union and the Employer. If such disputes are not adjusted within five (5) days, then, the matter shall be submitted for arbitration to an arbitrator mutually agreed on, failing which, then to the New Jersey State Board of Mediation for designation of the arbitrator. The decision of the arbitrator shall be final and binding and any award, decision or findings of the arbitrator may be enforced by the appropriate proceedings or judgement in any court of competent jurisdiction. The cost of such arbitration shall be shared equally by the Employer and the Union.

ARTICLE 18 - STRIKE CLAUSE

a. The Union will not call or sanction any strike or concerted stoppage during the term of this agreement, except for one (1) the Employer's failure to abide by the Arbitration Clause of the agreement, or (2) the Employer's failure to comply with any decision of any Board of Arbitration established hereunder within five (5) working days after such decision of a Board of Arbitration.

b. Should a strike or concerted stoppage of work by employees of the Employer other than those permitted by Section a. hereof occur during the term of this agreement, the Union, within forty-eight (48) hours after receipt of written notice from the Employer shall be obliged to do the following things only:

- a. Advise the Employer in writing that the strike or stoppage has not been called or sanctioned by the Union.
- b. Post copies of the following notice on bulletin boards in the plant:

"We have been advised by the Employer that a strike (stoppage) has occurred in the plant. Inasmuch as no such strike or stoppage has been called or sanctioned by the Union, if you are engaged in any such strike or stoppage, you are hereby instructed to return to work immediately."

LOCAL 210, I. B. OF T.

BY _____

THIS NOTICE IS POSTED IN ACCORDANCE WITH THE PROVISIONS OF THE AGREEMENT BETWEEN THE EMPLOYER AND THE UNION.

The obligation of the Union shall be limited to the performance of the acts required by paragraph b., and upon compliance by the Union with the provisions of paragraph b. of this agreement the Union and its officers, agents and members shall have no further liability during the term of this contract or thereafter, for any damage suffered by the Employer arising from or out of any stoppage or strike.

The Employer will not lock out any or all of its employees during the term of this agreement.

ARTICLE 19 - THE UNION AS THE PARTY AT INTEREST

The employees shall comply with the terms of this agreement. The parties agree that the maintenance of a peaceable and constructive relationship between them and between the Employer and the employees requires the establishment and cooperative use of the machinery provided for in this contract for the discussion and the determination of grievances and disputes, and that it would detract from this relationship if individual employees or groups of employees would, either as such individuals or groups; seek to interpret or enforce the contract on their own initiative or responsibility.

It is therefore, agreed that this contract shall not vest or create in any employee or group of employees covered thereby, any rights or remedies which they or any of them can enforce either at law, equity or otherwise, it being understood and agreed, on the contrary, that all of the rights and privileges created or implied from this contract shall be enforceable only by the parties hereto and only in the manner established by the contract.

ARTICLE 20 - ENTRY INTO THE ARMED FORCES

Any employee of the Employer (including those now serving in the armed forces) who, during his employment hereunder shall enter into the armed forces of the United States shall, upon the completion of his services therein, be entitled to reinstatement on his job, together with all the accrued seniority rights, wage increases and any other benefits that may have been granted during his absence. In determining the seniority of any employee returning to his employment after discharge from the armed forces, he shall be credited with the time spent in such services.

Such employee discharged from the armed forces must apply for his job within sixty (60) days after being discharged, unless it is beyond his control to do so.

Such employee shall receive, upon his entry in the armed forces, two (2) week severance pay, if employed a minimum of five (5) years or more and three (3) weeks severance pay, if employed ten (10) years or more and his accrued vacation money as provided for in this agreement. Employees shall receive pay for the day of examination for induction into service.

ARTICLE 21 - SANITARY AND SAFETY CONDITIONS

The Employer shall keep its premises in a clean and sanitary condition, protect the machinery, equip its premises with a medicine chest containing the necessary medicines and bandages for use in emergency cases, and carry insurance in the manner provided by the Workmen's Compensation Law of the State of New Jersey.

ARTICLE 22 - BULLETIN BOARD

The Union shall have the right to post notice on a bulletin board which shall be provided by the Employer. Said bulletin board shall be posted in a conspicuous place.

ARTICLE 23 - DISCRIMINATION

It is agreed that no employee or applicant for employment shall be discriminated against by the Employer or the Union because of his membership in or activities on behalf of the Union or any other union or lack thereof, or because of race, color, creed, national origin, sex or age.

ARTICLE 24 - SHOP VISITATION

Any official representative of the Union shall be permitted to visit the Employer's premises during working hours for grievances to a maximum of thirty (30) minutes per grievance.

ARTICLE 25 - PROTECTION OF RIGHTS

It shall not be a violation of this agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this agreement and including primary picket lines at the Employer's place or places of business.

ARTICLE 26 - SAVINGS CLAUSE

To the best knowledge and belief of the parties, this contract contains no provision which is contrary to Federal or State Law or Regulations. Should, however, any provision of this agreement, at any time during the period provided for in said agreement, be in conflict with Federal or State Law or Regulations, the parties agree to negotiate with respect to such provision, and said provision shall continue in effect, for the time being only to the extent permitted under such Federal or State Law or Regulations. In the event that any provision of this agreement is thus held inoperative, the remaining provisions of the agreement shall, nevertheless, remain in full force and effect. In the event of such occurrence, the parties agree to meet immediately and if possible, to negotiate further provisions, for such part or portions rendered or declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect. Should the parties be unable to negotiate such further provisions as hereinabove provided, the matter shall be referred to arbitration pursuant to the terms of this agreement.

ARTICLE 27 - LOCAL 210'S HEALTH & INSURANCE

a. Effective January 1, 1992, the Employer shall pay monthly, after the first thirty (30) calendar days of employment, on or before the tenth (10th) day of the month to LOCAL 210'S HEALTH & INSURANCE FUND the sum of 184.00 per month for each employee covered by this agreement.

b. The contributions shall be used by the Trustees for the purpose of providing so much of the following benefits: life insurance or similar benefits, hospital, medical and surgical benefits for employees (and their dependents) as shall be determined from time to time by the Trustees without limitation of authority. The contributions shall be held and managed under the terms and provisions of an Agreement and Declaration of Trust, the original of which is on file in the office of said Fund and all amendments made thereto from time to time. The parties hereto hereby confirm and approve the composition and membership of the Board of Trustees of the Fund as now and hereafter constituted.

c. The Employer shall be liable and responsible and shall pay the full cost for the maintenance for such disability benefits program as may be required under the laws of the state for the employees employed by him.

d. The employer shall furnish with each payment a statement showing the employees covered by this agreement and employed during the preceding month, and the wages paid to them and such other information as may be required by the Fund to guarantee its sound and efficient operation. The Employer shall furnish to the Fund, quarterly, if requested in writing a certified copy of his Social Security Return for the United States Government and shall permit the Fund's Administrator or his representative, during reasonable business hours, to audit his wage and related records. The Fund shall provide the Employer annually, on written request, with a report of benefits paid.

e. It is understood and agreed that the Union with respect to its officers and employees and the Local 210 Health & Insurance Fund and Local 210's Pension Fund with respect to their employees including professional and custodial persons retained by each fund who constitute a class or classes acceptable to the Trustees as "employees" for whom they make similar contributions to the Fund shall be deemed to be contributing employers subject to the terms and conditions of the Fund's Trust Agreement.

ARTICLE 28 - SCHOLARSHIP FUND

Effective January 1, 1992, the Employer shall pay to Local 210's Scholarship Fund, the sum of \$3.00 per month for each employee covered by this agreement.

The Employer shall be bound by and agrees to comply with all rules, regulations and decisions issued, made or promulgated by the Scholarship Fund. The parties confirm and approve the composition and membership of the Board of Trustees of the Scholarship Fund as now and hereafter constituted.

ARTICLE 29 - ANNUITY FUND

Effective January 1, 1992, the Employer shall contribute the sum of 25¢ per hour, \$10.00 per week into the Local 210's Annuity Plan, for each covered employee.

Excused absences (as listed in the House Rules) as agreed upon between the Union and the Employer shall be considered as time worked as it applies to the Annuity Plan.

For new employees this contribution shall commence sixty (60) days after their date of hire. The Employer will submit the contributions to the Union with a check-list of employees, no later than the tenth (10th) day of each following month.

Contributions shall be made in such manner as determined by the Trustees.

ARTICLE 30 - SICK LEAVE

All covered employees are entitled to twelve (12) days off each year as sick leave. Sick leave if not used is cumulative, or pyramided. Physician's notes for sick leave as defined in the house rules shall apply.

ARTICLE 31 - DENTAL PLAN

Effective January 1, 1992, the Employer shall contribute to Local 210 Health & Insurance Fund the sum of \$16.00 per month for each "covered employee" who works any five (5) working days in any given month, including holidays, vacation, jury duty and sick leave.

ARTICLE 32 - PROVISIONS APPLICABLE TO ALL FUNDS

1. If the Employer fails to make required reports or payments to the Funds, the Trustees may, in their sole and absolute discretion take any action necessary including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Funds' Trust Agreements and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees, court costs, auditor's fees and interest.

2. Where a contributing Employer is regularly and consistently delinquent, the Trustees in their discretion may require such security as they deem necessary.

ARTICLE 33 - WAGE SCHEDULE

Effective January 1, 1992, all employees covered by this contract shall receive an increase of 47¢ per hour.

The minimum hiring rate for all newly hired employees shall be eight (\$8.00) dollars per hour.

ARTICLE 34

If the Employer finds the necessity to subcontract work and overtime is performed, then the employees covered by this contract shall receive first preference and if said employees do not receive said preference, then they shall be paid the amount of monies the subcontractor pays his employees. This will not pertain to emergency situations as determined by the Superintendent of Public Works.

Any legislation enacted which serves to increase statutory minimum hiring rates shall be deemed to affect those rates paid to employees covered by this agreement and said rates shall be increased in an amount equivalent to the increase to the statutory minimum hiring rate, effective as of the effective date of the statutory increase.

ARTICLE 35

The Employer will post "House Rules", a copy of which are to be sent to the Union for approval. Said "House Rules" shall be attached to this contract.

Article 36 - SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the parties hereto, their respective successors and assigns.

ARTICLE 37 - DURATION

This agreement shall be in full force and effect from the date of execution to December 31, 1992, at which time this contract shall expire.

The new contract negotiated shall be retroactive to the date of expiration of the within contract. The parties agree to start such negotiations sixty (60) days or more prior to the expiration of the within contract.

PRODUCTION, MERCHANDISING AND
DISTRIBUTION EMPLOYEES UNION,
LOCAL 210, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WARE-
HOUSEMEN AND HELPERS OF AMERICA
AFL-CIO

BY: _____

BY:  _____

THE BOROUGH OF JAMESBURG
CITY HALL, JAMESBURG, NEW JERSEY
(EMPLOYER)

BY:  _____

"H O U S E R U L E S"

VACATION LEAVE

Supervisors shall schedule vacations at the request of employees whenever possible with the choice of vacation based on seniority when more than one employee requests the same vacation time. No more than one employee shall be permitted to be on vacation at any one time unless the supervisor can assure the Borough that essential services will not be impaired.

Employees shall take their vacations earned during the calendar year and shall not be permitted to carry vacation time over from year to year.

Employees may receive their vacation pay in advance provided each employee notified the Payroll Clerk that he or she wants advance payment. Such notice shall be in writing at least two weeks before the first day of vacation.

SICK LEAVE

Sick Leave covers absence from work because of illness, accident, or exposure to contagious disease.

Employees shall be allowed twelve sick days per year. If an employee requires in any year, less than the specified number of days of sick leave with pay allowed, all days of such leave not utilized that year shall be accumulative to be used for additional sick leave in subsequent years. All unused sick leave is forfeited upon separation from employment or retirement.

If an employee is absent for reasons that entitle him/her to sick leave his/her Department Head shall be notified promptly. Failure to notify the Department Head may be cause for disciplinary action.

Absence from work for illness in excess of authorized days will be deducted from employees salary.

An employee who is absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

The Borough may require an employee who has been absent because of personal illness to be examined by a physician designated by the Borough as a condition of the employee's return to duty, irregardless of the three (3) day provision set above, if the Borough believes that the provisions of the sick leave benefit has been deliberately abused.

BREAK TIME (REST PERIOD)

Each employee shall receive a fifteen minute break at the following times:

9:00 AM - 9:15 AM 2:00 PM - 2:15 PM

These fifteen minute breaks will include travel time.

LUNCH PERIOD

Each employee shall receive thirty minutes duty free lunch without compensation. Lunch time shall be from 12:00 Noon until 12:30PM. Any deviation must be approved by the Superintendent of Public Works.

FUNERAL LEAVE

Five (5) days of leave in the event of death in the immediate family. Immediate family to mean husband, wife, son, daughter, mother, father.

An allowance of two (2) days will be granted for the death of grandmother, grandfather, mother-in-law, father-in-law, uncle, aunt, sister-in-law, brother-in-law, niece, or nephew.

Such leave shall be in addition to vacation leave and sick leave.

Proper notice to the employee's Department Head is required prior to the exercise of this section for his/her approval.

MILITARY LEAVE

Borough employees who belong to the National Guard or Military Reserve may receive Military Leave with pay for field training and drills as required. This can only be awarded if the employee files a request for Military Leave 14 days prior to taking the leave. If there is any compensation received from the branch of service involved, these monies up to the amount paid by the Borough shall be refunded to the Borough.

HOLIDAYS

Employees failing to report to work for any reason, including illness on a day prior to a holiday immediately following shall not be compensated for that holiday.

JURY DUTY

An employee who is called for jury duty shall be granted an excused absence with pay, less any compensation received for such duty, during the required period of any jury duty. Such employee shall notify his or her Department Head immediately following receipt of the call, presenting a copy of the notice to the Borough Clerk's Office.

DISCIPLINARY ACTION

Supervisory and Department Heads have a responsibility to discipline employees who do not conduct themselves in the best interest of the Borough and its citizens. The following examples of misconduct, while not exhaustive, are cause for disciplinary action:

1. Neglect of duty
2. Incompetency or inefficiency
3. Insubordination
4. Intoxication
5. Chronic or excessive absenteeism
6. Disorderly or immoral conduct
7. Falsifying documents
8. Conviction of any criminal act
9. Other serious offenses

Disciplinary action may consist of verbal warning, written warnings, suspension, or termination. Suspension without pay may be for periods of one (1) day to five (5) days at the discretion of the Department Head.

Disciplinary action may be initiated by a Supervisor, Department Head, Councilmatic Committee in charge of employee involved or the Mayor. The chart of the next section (Offenses and Punishments) lists behavior requiring disciplinary action and the suggested action to be taken by Supervisors and Department Heads. This list outlines actions for certain offenses and is not meant to be all inclusive. Copies of all written notices must be filed with the Personnel Office. Disciplinary Action may remain in the file for a maximum of eighteen (18) months. All suspensions and dismissals must be in writing with a copy in the Borough files.

In the commission of each offense, it is the Borough policy that every day that the offense continues shall count as a separate extenuating circumstance.

Disciplinary action of more than five (5) days suspension shall take place only after a full Council hearing.

Disciplinary Action must be taken within ten (10) days of the act giving rise to the complaint or ten (10) days of the Borough's knowledge of the act.

Section 1 - Offenses and Punishments

A. Specific Offenses

1. Insubordination (refusal to obey reasonable orders, insolence, etc.).
 - a. First offense: Official written reprimand and/or one to three day suspension, or removal in extreme cases if offense is grossly detrimental to management's control of the work force or of the work situation.
 - b. Second offense: 4 to 10 day suspension or removal.
 - c. Third offense: removal.
2. Fighting or creating a disturbance among fellow employees, resulting in an adverse effect on morale production, or maintenance of proper discipline.
 - a. First offense: Official written reprimand and/or one to three day suspension, or removal in extreme cases if offense is grossly detrimental to management's control of the work force or of the work situation.
 - b. Second offense: 4 to 10 day suspension
 - c. Third offense: removal
3. Sleeping on duty (where safety of personnel or property is not endangered thereby)
 - a. First offense: official written reprimand and/or one to three day suspension.
 - b. Second offense: 4 to 10 day suspension
 - c. Third offense; removal
4. (1) Drinking intoxicants or use of narcotics while on duty.
 - a. First offense: official written reprimand and one to three days suspension.
 - b. Second offense: 4 to 10 day suspension
 - c. Third offense: removal

- (2) Intoxicated to a degree which would make continued presence a menace to safety or production or interfere with discipline or efficiency
 - a. First offense: 1 to 3 day suspension
 - b. Second offense: 4 to 10 day suspension or removal
 - c. Third offense: removal
5. Absence without leave (any absence from work which has not been approved). Leave used for a purpose other than for which it was requested and granted.
 - a. First offense: Official written reprimand and suspension of 1 to 3 days, charging absence to leave without pay, or removal if absence exceeds 3 consecutive days.
 - b. Second offense: 4 to 10 days suspension charging the absence to leave without pay or removal if absence exceeds 3 consecutive days.
 - c. Third offense: Removal
6. False statements, misrepresentation or fraud in application blank or form. Apparent oversights and errors, where satisfactorily explained may be excused. If misrepresentation was instrumental in gaining appointment; or other entitlements, a 1 to 10 day suspension or removal depending on the employee's record and explanation.
 - a. First offense: 1 to 10 day suspension or removal
 - b. Second offense: removal
7. Chronic or excessive absenteeism
 - a. First offense: Official written reprimand and 1 to 3 day suspension or removal in extreme cases if offense is grossly detrimental to management's control of the work force or of the work situation
 - b. Second offense: 4 to 10 day suspension or removal
 - c. Third offense: removal
8. (1) Disorderly or immoral conduct on the job.
 - a. First offense: official written reprimand and 1 to 10 days suspension or removal in extreme cases if offense is grossly detrimental to management's control of the work force or of the work situation
 - b. Second offense: removal
 - (2) Notorious off duty conduct which brings disrepute or which reflects unfavorably on the Borough as a employer
 - a. First offense: official written reprimand and 1 to 3 day suspension or removal in extreme cases if offense is grossly detrimental to management's control of the work force or of the work situation

b. Second offense: 4 to 10 day suspension or removal

c. Third offense: removal

(3) Conviction of a criminal act

a. First offense: official written reprimand and 1 to 10 day suspension or removal in extreme cases, if offense is grossly detrimental to management's control of the work force or of the work situation

b. Second offense: removal

(4) Unavailability for work because of incarceration related to criminal conduct stemming from conviction of a criminal act

a. First offense: official written reprimand and 1 to 3 day suspension or removal in extreme cases if offense is grossly detrimental to management's control of the work situation

b. Second offense: 4 to 10 day suspension or removal

c. Third offense: removal

9. Theft, bribery or unauthorized use or possession of Borough property

a. First offense: official written reprimand and/or 1 to 10 days suspension if offense is minor. Removal for major offenses

b. Second offense: removal

10. Gambling on duty

a. First offense: official written reprimand and 1 to 3 day suspension.

b. Second offense: 4 to 10 day suspension

c. Third offense: removal

11. Careless or negligent failure to observe any written regulation or order prescribed by the Administration

(1) Violation of administrative regulations where safety of persons or property is not endangered thereby

a. First offense: official written reprimand and/or 1 to 4 day suspension

b. Second offense: 4 to 10 day suspension or removal

c. Third offense: removal

12. Negligent or intentional damage to public property or waste of public supplies
 - a. First offense: 1 to 5 days suspension or removal
 - b. Second offense: 4 to 10 day suspension or removal
 - c. Third offense: Removal
13. Political activity
 - (1) The use or attempt to use one's authority or official influence to control or modify the political action of any employee or engaging in any form of political activity during working hours
 - a. First offense: 1 to 10 day suspension or removal
 - b. Second offense: removal
14. Refusal to testify in a properly authorized inquiry or investigation except where such refusal is based upon the grounds of self incrimination. (Witnesses shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting their testimony)
 - a. First offense: 1 to 5 day suspension
 - b. Second offense: 4 to 10 day suspension or removal
 - c. Third offense: removal
15. Discrimination because of race, color, creed, national origin, ancestry, age, marital status or political affiliation
 - (1) Use of slanderous or degrading remarks or defamation of character
 - a. First offense: official written reprimand and/or 1 to 5 day suspension if offense is minor. Removal for major offense
 - b. Second offense: 4 to 10 day suspension or removal
 - c. Third offense: removal
 - (2) Discrimination in any aspect of employment (e.g. employment, appraisal, development, advancement or treatment of employees or discrimination because of age, political affiliation, marital status, physical handicap or other non-merit factors)
 - a. First offense: official written reprimand and 1 to 5 day suspension if offense is minor. Removal for major offense
 - b. Second offense: 4 to 10 day suspension or removal
 - c. Third offense: removal

16. Knowingly making false or malicious statements with the intent to harm or destroy the reputation, authority or official standing of individuals or organizations
 - a. First offense: 1 to 10 day suspension if offense is minor. Removal for major offense
 - b. Second offense: removal
17. Arriving late for work and/or leaving work early without permission from proper authority
 - a. First offense: official written reprimand and 1 to 5 day suspension
 - b. Second offense: 4 to 10 day suspension
 - c. Third offense: removal

Section 2- Suspension and Appeals

Any employee may be suspended without pay or at reduced pay for any of the reasons listed under Disciplinary Action, plus any other offense deemed appropriate by the Borough. If employee is suspended more than 3 times in 1 year or suspended more than 5 days at one time or suspended for a period of more than 15 days in the aggregate in any one calendar year, he must be served with written charges and have the right to appeal through the Grievance Process. However, an appeal of action by the Mayor and Council may go directly to them by passing preliminary steps of the Grievance Process.

Section 3- Dismissal

An employee can be discharged for reasons of "cause" as described in these rules or other sufficient cause as determined by the Borough Council. The Department Head must supply the employee with written charges against him.

ARTICLE XIII - RESIGNATION

An employee must provide at least 14 days written notice to his Department Head if he plans to resign or retire. A copy must be given to the Personnel Office. This gives the Borough time to find a suitable replacement or adjust work schedules around the vacancy. Employees will be paid for unused vacation time at the termination of employment. Failure to give sufficient written notice may jeopardize payment for unused vacation time.

An automatic resignation shall be presumed if an employee is absent from his or her job for a period of two consecutive days or longer without authorized leave or without notice to his or her Department Head.